

**SECTION C
GENERAL TERMS & CONDITIONS**

THE STATE OF TEXAS

BID # LC-N-0734-039-20761

COUNTY OF HARRIS

ORDINANCE # 05-1230

CONTRACT # C60935

I. PARTIES

A. Address

THIS AGREEMENT FOR LANDSCAPE & HORTICULTURAL SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and **Western Horticultural Services, Inc.** ("Contractor or Vendor"), a corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City

City Purchasing Agent for Director
of the Houston Airport System
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Western Horticultural Services, Inc.
11335 Charles Road
Houston, TX 77041
Phone: 713-849-2045
Fax: 713-937-3375

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

TABLE OF CONTENTS

	<u>Page No.</u>
I. PARTIES.....	1
A. Address.....	1
B. Table of Contents	1
C. Parts Incorporated.....	3
D. Controlling Parts.....	3
E. Definitions	3
F. Signatures	4
II. DUTIES OF CONTRACTOR	5
A. Scope of Services	5
B. RELEASE.....	5
C. INDEMNIFICATION	5
D. INDEMNIFICATION PROCEDURES	6
E. Insurance.....	7
F. Warranties.....	8
G. Licenses and Permits	9
H. Compliance with Equal Opportunity Ordinance	9
I. MWBE Compliance	9
J. Drug Abuse Detection and Deterrence.....	9
K. Environmental Laws.....	10
N. Payment of Employees and Subcontractors	11
III. DUTIES OF CITY.....	12
A. Payment Terms	12
B. Taxes.....	12
C. Method of Payment	12
D. Method of Payment - Disputed Payments	12
E. Limit of Appropriation	13
F. Changes	14
IV. TERM AND TERMINATION	16
A. Contract Term.....	16
B. Notice to Proceed	16
C. Renewals.....	16
D. Time Extensions	16
E. Termination for Convenience by the City	17
F. Termination for Cause by City	17
G. Termination for Cause by Contractor	18
H. Removal of Contractor Owned Equipment and Materials	19
I. Surety Bond Renewals:	19
V. MISCELLANEOUS	19
A. Independent Contractor	19
B. Force Majeure.....	19
C. Severability.....	20
D. Entire Agreement.....	20

E.	Written Amendment	20
F.	Applicable Laws	21
G.	Notices	21
H.	Non-Waiver	21
I.	Inspections and Audits	21
J.	Enforcement	22
K.	Ambiguities	22
L.	Survival.....	22
M.	Parties In Interest.....	22
N.	Successors and Assigns	22
O.	Business Structure and Assignments.....	22
P.	Remedies Cumulative.....	23

EXHIBITS

- A. DEFINITIONS
- B. SCOPE OF SERVICES
- C. EQUAL EMPLOYMENT OPPORTUNITY
- D. MWBE SUBCONTRACT TERMS
- E. DRUG POLICY COMPLIANCE AGREEMENT
- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- G. DRUG POLICY COMPLIANCE DECLARATION
- H. FEES AND COSTS
- I. PERFORMANCE BOND

C. Parts Incorporated

The above described sections and exhibits are incorporated into this Agreement.

D. Controlling Parts

If a conflict among the sections or exhibits arises the Exhibits control over the Sections.

E. Definitions

Certain terms used in this Agreement are defined in Exhibit "A".

F. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation):

Western Horticultural Services, Inc.

WITNESS (if not a corporation):

By: [Signature]
Name: J. Catapano
Title: Vice President

By: [Signature]
Name: Ruth Catapano
Title: President
Federal Tax ID Number: 76-0328034

ATTEST/SEAL:

[Signature]
City Secretary

CITY OF HOUSTON, TEXAS
Signed by:

[Signature]
Mayor

APPROVED:

[Signature]
City Purchasing Agent

COUNTERSIGNED BY:

[Signature]
City Controller

DATE COUNTERSIGNED:

12-19-05

This Contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

10/11/2005
Date

[Signature]
Legal Assistant

II. DUTIES OF CONTRACTOR

A. Scope of Services

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the services described in Exhibit "B."

B. RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

C. INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTA TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

D. INDEMNIFICATION PROCEDURES

- (1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
 - (a) a description of the indemnification event in reasonable detail,
 - (b) the basis on which indemnification may be due, and the anticipated amount of the indemnified loss.

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

- (2) Defense of Claims
 - (a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days

after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

- (b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

E. Insurance

Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

- (1) Commercial General Liability insurance including Contractual Liability insurance:
\$500,000 per occurrence; \$1,000,000 aggregate
- (2) Workers' Compensation including Broad Form All States endorsement:
Statutory amount
- (3) Automobile Liability insurance

- (3) that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
- (4) that no item or its use infringes any patent, copyright, or proprietary right.

G. Licenses and Permits

Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

H. Compliance with Equal Opportunity Ordinance

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C."

I. MWBE Compliance

Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **ten percent (10%)** of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "D." If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

J. Drug Abuse Detection and Deterrence

(1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

(2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

- (a) a copy of its drug-free workplace policy,
- (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "D," together with a written designation of all safety impact positions and,
- (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "E."

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "F." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

(3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

(4) Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

K. Environmental Laws

Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations (Environmental Laws). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.

Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental

Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

L. Performance Bond

Contractor shall furnish and maintain throughout the initial term of the Agreement a performance bond in the amount of **100%** of the amount of the contract for the initial term. Contractor shall renew this bond for each renewal year of this agreement in an amount equal to the contract amount for the applicable renewal term. The bond shall be conditioned upon Contractor's full and timely performance of this agreement and must be issued by a corporate surety authorized to write surety bonds in the State of Texas and be in the form set out in Exhibit "I."

M. Contractor's Performance

Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

N. Payment of Employees and Subcontractors

Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.

Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.

Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

III. DUTIES OF CITY

A. Payment Terms

The City shall pay and Contractor shall accept fees at the unit prices provided in Exhibit H for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

B. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

C. Method of Payment

The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

D. Method of Payment - Disputed Payments

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is

settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

E. Limit of Appropriation

- (1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.
- (2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$700,000.00 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:
- (3) The City makes a supplemental allocation by sending a notice signed by the Director and the City Controller to Contractor and where appropriated, approved by motion, or ordinance of City Council in substantially the following form:

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of notice]

SUBJECT: Supplemental allocation of funds for the purpose of the "[title of this Agreement]" between the City and (name of Contractor) countersigned by the City Controller on (Date of Countersignature) (the "Agreement").

I, (name of City Controller), City Controller of the City of Houston, certify that the supplemental sum of \$700,000.00, upon the request of the below-signed Director, has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

The aggregate of all sums allocated for the purpose of such Agreement, including the Original Allocation, and all supplemental allocations (including this one), as of the date of this notice, is \$_____.

SIGNED:

(Signature of the City Controller)

City Controller of the City

REQUESTED:

(Signature of the Director)

Director

- (4) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

F. Changes

- (1) At any time during the Agreement Term, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.
- (2) The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of Notice]

SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:

[Signature of City Purchasing Agent or Director upon written notice to the City Purchasing Agent]

- (3) The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue more than one Change Order, subject to the following limitations:
- (a) Council expressly authorizes the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, to approve a Change Order of up to \$25,000. A Change Order of more than \$25,000 over the approved contract amount must be approved by the City Council.
 - (b) If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
 - (c) The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- (4) Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of

the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.

- (5) A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- (6) Change Orders are subject to the Allocated Funds provisions of this Agreement.

IV. TERM AND TERMINATION

A. Contract Term

This Agreement is effective on the Countersignature Date and expires one (1) year after the date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

B. Notice to Proceed

Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

C. Renewals

If sufficient funds are allocated, the City Purchasing Agent, at his or her sole discretion, may make a request to Contractor to renew this Agreement for up to four additional 1-year option periods, upon at least 30 days' written notice before expiration of the initial term, or first option period, as applicable. Any renewal, pursuant to this Section, shall be upon the same terms and conditions of the Agreement.

D. Time Extensions

If Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

E. Termination for Convenience by the City

The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

F. Termination for Cause by City

If Contractor defaults under this Agreement, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for Contractor.

If a default occurs, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director upon written notice to the City Purchasing Agent may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the City Purchasing Agent or Director upon written notice to the City Purchasing Agent must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

G. Termination for Cause by Contractor

Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.

The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

H. Removal of Contractor Owned Equipment and Materials

Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

I. Surety Bond Renewals:

It is understood that a surety bond will be provided at least 30 days before end of contract term for the proper amount for the new contract term. Each bond will denote the contract term being guaranteed. Renewal of the contract by the method noted above does not obligate the existing surety company to provide a bond for the new contract term. Failure of the existing surety company to provide a bond for the new term does not constitute a default under the old contract or bond, but failure of the Contractor to obtain a substitute surety bond shall constitute a default against the Contractor; however, the City will not take action against the previous surety company.

V. MISCELLANEOUS

A. Independent Contractor

Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

B. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
2. This relief is not applicable unless the affected party does the following:
 - (a) uses due diligence to remove the Force Majeure as quickly as possible; and

- (b) provides the other party with prompt written notice of the cause and its anticipated effect.
3. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.
4. If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may terminate this Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

C. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

D. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

E. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

F. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

G. Notices

All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the preamble of this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

H. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

I. Inspections and Audits

City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 3 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

J. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

K. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

L. Survival

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

M. Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

N. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

O. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Purchasing Agent's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 (c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the

City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

Contractor shall not delegate any portion of its performance under this Agreement without the City Purchasing Agent's prior written consent.

P. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

EXHIBIT "A"

DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Acceptable" means that proposed services, equipment of performance, meet or exceed the requirements of this Contract.

"Acceptance" shall be determined by HAS and will be established when HAS determines that the unit of Work specified under the Agreement is complete and acceptable.

"Agreement" means this contract between the parties including all exhibits and any written amendments authorized by City Council and Contractor.

"Air Operations Area (AOA)" for the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operations area shall include such paved and unpaved areas that are used or intended to be used for unobstructed movement of aircraft in addition to its associated runway, taxi-way or apron.

"Airport(s)" mean George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), and Ellington Field (EFD).

"ASC" means the Airport Services Complex located at 4500 Will Clayton Parkway, at George Bush Intercontinental Airport/Houston.

"Basic Services" mean those services described in Exhibit "B" of the Agreement.

"City" is defined in herein and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Company or Contractor" means the successful Bidder to whom HAS awards this Contract.

"Contractor Administrator" means the representative of the Houston Airport System who is responsible for the administration for the Contract.

"Contract or Agreement" means the Agreement and all amendments or change orders thereto made and entered into by and between the Houston Airport System and the Contractor whereby the Contractor shall provide all specified Work in connection with the Agreement, in the manner and form as provided by the Agreement Documents.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" means the Director of the Houston Airport System, the City Purchasing Agent for the City, or the person he or she designates. The Agreement designates certain functions to be performed by the Director. For the purposes of the

Agreement those functions are assigned to the Assistant Director of Aviation, Technical Services Division. The Assistant Director of Aviation, Technical Service Division may delegate certain functions to other HAS employees, with the approval of the Director.

“Effective Date” is defined as date contract is countersigned by the City Controller.

“EFD” means Ellington Field.

“Equipment” means all machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper and acceptable completion of the specified Work.

“Governing Body” means the Mayor and City Council of the City of Houston.

“Hazardous Materials” is defined in Article IIK (Environmental Laws).

“HOU” means William P. Hobby Airport.

“Houston Airport System (HAS)” means the property and facilities of the City of Houston Department of Aviation which include, but are not limited to, George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), Ellington Field (EFD), and the Houston Airport System Administration Buildings.

“IAH” means George Bush Intercontinental Airport/Houston.

“Manufacturer” means the original manufacturer or producer of a part or component.

“Materials” means any substance specified for use in the accomplishment of the Work.

“Normal Business Hours” means 8:00 a.m. to 5:00 p.m., Monday through Friday unless Contractor receives a written notice from the Director on a preceding Thursday modifying the work hours for the following week(s) in which case, the modified work hours become the Normal Business Hours only for the period of time designated in such notice.

“Notice to Proceed” means a written communication from the Director to Contractor instructing Contractor to begin performance.

“Other Service Request (OSR)” is the form used to request Other Work/Services within the scope of this Agreement.

“Other Work/Services” means those services described in the Agreement as Other Work/Services and other services related to operations and maintenance services, other than Basic Services. Such services are only provided upon the Director’s written request.

“Parties” mean all the entities set out in the Preamble who are bound by this Agreement.

“Provide” means furnish and install, complete, and ready for intended use, as applicable in each instance, except as otherwise defined in greater action.

“Routine” means those services that do not require emergency condition.

“Runway” the area on the airport prepared for the landing and takeoff of aircraft.

“Schedule” the planned periods of time the Contractor shall be allowed to perform Contract Work on the pavement as determined by the Authority and local airfield requirements.

“Work” all services to be provided by the Contractor as defined by the specifications herein.

EXHIBIT "B"

1.0 SCOPE OF SERVICES

SERVICES IN GENERAL

For and in consideration of the payment specified in this Agreement, Contractor shall provide horticultural and landscape services, i.e. "The Work" at George Bush Intercontinental Airport/Houston (IAH) and William P. Hobby Airport/Houston (HOU) as outlined herein. Work to proceed will be initiated by a notice to proceed for each Airport. Work scheduled at (HOU) and will not begin before Year Two of the Agreement.

Contractor shall furnish all necessary labor, equipment, material, supplies, personnel, services, and all activity necessary for, or incidental to, the performance of the Work, and to otherwise fulfill all other requirements of this contract.

Contractor shall maintain exterior flowers, shrubs, trees, grass, and interior plants to present healthy uniform displays and to achieve the full aesthetic potential of the species.

All Work shall be in accordance with the highest standards prevailing in the industry, as well as applicable codes, rules, regulations, laws, and practices governing the Work. These standards will be achieved by continuous improvement through open communications with HAS, regular management reviews and industry guidelines.

BASIC SERVICES

A. EXTERIOR LANDSCAPE MAINTENANCE

Contractor shall provide continuous exterior landscape maintenance services 52 weeks per year at (IAH) and (HOU) to maintain exterior landscape locations listed in Section "B-1" and "B-2" (Exterior Landscape Areas) at the monthly price per square foot for maintaining the estimated square footage of flowers & shrubs and trees & grass specified in the Bid Form. The Work includes all labor, equipment, materials, supplies, chemicals, etc.

1. Exterior Landscape Maintenance of Flowers and Shrubs at (IAH) & (HOU) includes, but is not limited to the following specific tasks specified in Section "B-5":

- | | |
|---|--|
| • Bed Maintenance | • Mulching |
| • Manicuring | • Plant Installation |
| • Debris Removal | • Pruning |
| • Erosion Control/Remediation | • Soil Amendments |
| • Fertilizing | • Soil Analyses |
| • Freeze Protection | • Staking Plants |
| • Replace Dead/Dying/
Missing Plants | • Integrated Weed, Pest, and
Disease Management |
| • Watering Plants | • Parameter Mowing |

2. Exterior Landscape Maintenance of Trees and Grass at (IAH) includes, but is not limited to the following specific tasks specified in Section "B-5":

- | | |
|---------------------------|--|
| • Aeration/Thatch Control | • Mowing – <u>Note:</u> (HOU) does not
require mowing. |
| • Debris Removal | • Pruning |

- Integrated Weed, Pest, and Disease Management
 - Erosion Control/Remediation
 - Fertilizing
 - Staking Plants
 - Soil Analysis
 - Freeze Protection
 - Replace Dead/Dying/Damaged Trees and Ground Cover
 - Trimming/Edging
 - Mulching
 - Soil Amendments
 - Watering
3. Exterior Landscape Maintenance includes year-round maintenance of irrigation systems including, but not limited to the replacement of worn or damaged irrigation system components.
 4. Exterior Landscape Maintenance includes Contractor developing and maintaining layout drawings of all landscape beds, including new or modified beds. Drawings must include bed layout details; individual, and total square footages. Bed drawings containing seasonal change outs will be updated with each change-out.

B. INTERIOR PLANT MAINTENANCE

Contractor shall provide continuous interior plant maintenance services 52 weeks per year at (IAH) to maintain interior plants in container sizes listed in Section "B-3" (Interior Plant) at the monthly price per container size for maintaining the estimated quantities of interior plants specified in the Bid Form. The Work includes all labor, equipment, materials, supplies, chemicals, etc.

1. Interior Plant Maintenance at (IAH) includes, but is not limited to the following specific task specified in Section "B-5":
 - Debris Removal
 - Dust and Polish
 - Fertilize
 - Fungus Control
 - Pest Control
 - Potting Soil / Amendments
 - Planter Management
 - Plant Identification / Labeling
 - Prune
 - Relocating Plants
 - Replace Dead or Dying Plants
 - Staking Plants
 - Top Dressing
 - Watering Plants
 - Weed Control

2. Interior Plants (Special Instructions):

- a. Replacement plants must be suitable for indoor low to medium lighting conditions and heavily traveled public areas.
- b. Plants must be secured in planters in such a way as to minimize theft.
- c. Plants must be rotated in sufficient frequency to maintain balanced foliage.

C. SEASONAL PLANT CHANGE-OUT

When requested by Director by means of a Work Order, Contractor shall perform (IAH) and (HOU) seasonal change-out of plants at exterior landscape locations listed in Section "B-1" and "B-2" (Exterior Landscape Areas) at the price per square foot specified in the Bid Form. The Work includes all labor, equipment, materials, supplies, chemicals, etc.

HAS will provide instructions, plans, and schedules regarding color rotation of seasonal plantings approximately 2 to 3 times a year during the spring, summer, and fall.

1. Seasonal plant change-out includes, but is not limited to the following specific task specified in Section "B-5": (Excludes supply of new plants)
 - Removal and disposal of existing plants
 - Cultivation/bed preparation
 - Apply fertilizer and amendments
 - Apply pesticides, fungicides and herbicides
 - Install new plants
 - Initial watering
 - Apply mulch
2. Plants will be obtained for this Agreement by the following methods:
 - a. HAS will supply the plants to the contractor at no cost.
 - b. Contractor shall supply plants from exhibit ("B-4") at the rate specified in the Bid Form.
 - c. Contractor shall obtain (3) itemized bids/estimates from separate/different vendors/suppliers for the required plants/materials. Contractor shall submit the bids/estimates to Director and obtain written approval from Director before proceeding with the Work. Contractor shall be compensated at cost plus 5% markup.

D. SOIL STERILIZATION AND WEED CONTROL

When requested by Director by means of a Work Order, Contractor shall furnish all licenses, labor, supervision, equipment, supplies, tools, transportation, chemicals, signs, etc., for soil sterilization and weed control, at the rates specified in the Bid Form.

1. Soil Sterilization

Soil sterilization must eradicate all vegetative growth in the areas specified and prevent the growth of any vegetation in the treated areas for a minimum of 120 calendar days. The sterilant must not migrate after application. Acceptable results from the application of soil sterilants must be a vegetation kill percentage of not less than 98% within fourteen (14) calendar days of application. The soil sterilant must be applied in accordance with manufacturer's instructions.

- a. Contractor shall apply sterilant along fence lines to a distance of not less than twelve (12) inches and not more than twenty-four (24) inches either side of the fence wire, and along the full length of the fence.
- b. Contractor shall apply sterilant around roadway guardrails, light poles, sign poles to a distance of not less than twelve (12) inches and not more than twenty-four (24) inches either side of the poles.
- c. Contractor shall apply sterilant to all cracks, joints, and seams in the identified paved areas, and along the edge of the paved areas out to a distance of not less than twelve (12) inches and not more than eighteen (18) inches.

2. Weed Control

Contractor shall broadcast weed control application that contains selective herbicides targeted to control all broadleaf weeds. Contractor shall apply before temperatures

reach the mid-eighties (F). Results of this application shall be visible within twenty-one (21) days.

- a. Weed control application, outside areas in Section B-1, includes but is not limited to flower and tree beds at the Airports and along all boulevards, including the ornamental brick area at the entrance.
- b. Contractor shall use aquatic herbicides to control growth of vegetation in designated drainage ditches and waterways. Typical encountered and controlled vegetation include: cattails, duckweed, burrs, Johnson grass, nut grass, nettles, thistles, ragweed, and milkweed. Acceptable results from the application of aquatic herbicides must be a vegetation kill percentage of not less than 95% within fourteen (14) calendar days of application. The aquatic herbicides must be applied in accordance with manufacturer's instructions and not kill fish or other aquatic wildlife.
- c. Contractor shall apply at least five (5) feet either side of the ditch centerlines for a minimum total coverage width of ten (10) feet.

2.0 PLANT REPLACEMENT

Contractor shall replace, at its expense, dead, dying, or unattractive, interior and exterior plants damaged/lost due to contractor's negligent care or failure to perform proper maintenance services. HAS will be responsible for replacement of plants due to other than Contractor's negligence, such as damage caused by vandalism or theft. Additionally, the Contractor shall be responsible for replacing damaged/lost trees with healthy young trees approved by HAS.

Contractor shall immediately notify HAS in writing when missing or vandalized plants are discovered. Director may conduct an investigation into the circumstances surrounding any missing or vandalized plants to determine any Contractor negligence.

1.1 HOUSEKEEPING/DISPOSAL FUNCTIONS

Contractor shall ensure interior containers, exterior containers, and landscaped areas are clean and free of debris at all times. Contractor shall remove and dispose of all trash, debris, dead plants, clippings and cuttings, etc., from HAS premises.

Contractor shall assume full responsibility, liability and cost for licensing, permitting, handling, transporting, manifesting, and disposing of any scrap, waste, hazardous materials etc., in compliance with Federal, State, and local laws and regulations.

Contractor shall provide HAS with a copy of all waste manifest and shall ensure that any disposal facility to which any scrap, waste, hazardous material, etc., may be moved is in compliance with federal, state, and local laws and regulations.

1.2 OTHER WORK/SERVICES

Within the general scope of the Agreement, Other Work/Services may be required to meet desired conditions not covered in the Basic Services of the contract. Contractor shall provide the Other Work/Services specified herein on an as-need basis when Director authorizes such services in a written form describing the scope and cost of the services.

Contractor shall provide labor and materials at the rate specified in the Bid Form. Contractor shall maintain proper accounting procedures to facilitate City audit of Contractor's expenses.

Other Work/Services may include, but not be limited to, the following:

a. Sprinkler/Irrigation Systems

When requested by Director, Contractor shall furnish and install/upgrade irrigation and sprinkler systems. Contractor shall supply material and labor at rates specified in the Bid Form.

Sprinkler/irrigation components furnished by Contractor must be heavy-duty commercial grade components chosen for reliable, efficient operation and long life expectancy. Contractor shall install systems in accordance with applicable City code (i.e., backflow prevention devices are required).

b. Establish Additional Landscape/Plant Locations

1. When requested by Director, Contractor shall establish additional (new) landscaped areas at the material and labor rates specified in the Bid Form.
2. Director will provide Contractor with plans or drawings when additional exterior landscapes or interior planters/plants are required.

c. Tree Felling, Tree Removal, Root Removal, and Stump Grinding

When requested by Director, Contractor shall provide labor, equipment, materials, supplies, etc., for tree felling, tree removal, root removal, and stump grinding, at the prices specified in the Bid Form.

1. **Tree Felling and leave in Place** -- Fell tree and leave in place.
2. **Tree Felling and Removal** -- Fell tree and remove tree, branches, and debris from the site. Removal operations shall avoid unnecessary disruption to the work site.
3. **Tree Felling, Removal, and Stump & Above Ground Root Removal** --Tree, stump, and above ground roots shall be removed to a depth of 6-inches below normal ground elevation. Remove tree, branches, and debris from the site. Removal operations shall avoid unnecessary soil excavation and ground disruption. If in a lawn area, the stump hole and any other surface damage caused by removal shall be filled with topsoil, fertilized, raked, seeded, and grass established. If the hole is not in a lawn area, it shall be filled with topsoil and the surface prepared to match the surrounding surface.
4. **Stump Grinding** -- Grind stump to a depth of 6-inches below normal ground elevation. Remove debris from the site. Removal operations shall avoid unnecessary soil excavation and ground disruption. If in a lawn area, the stump hole and any other surface damage caused by removal shall be filled with topsoil, fertilized, raked, seeded, and grass established. If the hole is not in a lawn area, it shall be filled with topsoil and the surface prepared to match the surrounding surface.
5. **Stump and Above Ground Root Removal** -- Stump and above ground roots must be removed to a depth of 6-inches below normal ground elevation. Remove debris from the site. Removal operations shall avoid unnecessary soil excavation and ground disruption. If in a lawn area, the stump hole and any other surface damage caused by removal shall be filled with topsoil, fertilized, raked, seeded, and grass established. If the hole is not in a lawn area, it shall be filled with topsoil and the surface prepared to match the surrounding surface.

d. Other Miscellaneous Landscape Services

1.3 PERFORMING OTHER WORK/SERVICES

Other Work/Services shall be performed in accordance with all provisions of this Agreement and any special provisions issued with the Other Service/Request (OSR).

- A. Before issuing an OSR, will first issue a written notice to Contractor detailing the specific Other Work/Services to be performed by Contractor.
- B. In response to any such written notice, Contractor shall provide Director with a written proposal within 3 days of receipt of OSR Request. The proposal must include a description of the services to be performed, applicable labor rates, estimated labor hours, performance schedule, total estimated cost, and other requirements set forth in the written notice to Contractor.
- C. Contractor shall furnish all materials, labor, tools, equipment, transportation, and incidentals for accomplishing the described services or as otherwise specified by Director. Director will not approve an OSR without a specified completion date. Contractor shall complete all such Other Work/Services within the time specified in the OSR. Contractor can request in writing an extension to the completion date. However, Director may or may not allow the extension. Director's decision is final.
- D. Upon receipt of Contractor's proposal, Director has the option to reject Contractor's proposal, require resubmission with revised or additional information, or issue an OSR. Should Director reject Contractor's proposal and require resubmission, Contractor shall resubmit a modified proposal within three days of the rejection.
- E. Upon approval by Director of the modified proposal, an OSR will be issued. Contractor shall commence work as stated in the OSR. Contractor shall diligently work to completion in accordance with the terms and conditions of the Agreement and the approved OSR.
- F. Labor costs must not exceed the rate stated in the Bid Form. Labor is inclusive of supervision, transportation, tools, and equipment.
- G. When Other Work/Services have been completed, a copy of the approved OSR must accompany the monthly invoice.
- H. While performing work on any OSR, if hidden damage or additional cost is discovered, Contractor shall notify Director immediately. After determining the extent of hidden damage a supplemental OSR must be submitted.
- I. If requested by Director, Contractor shall supply Other Work/Services plants, materials, supplies, chemicals, etc., with methods described in Basic Services.
- J. Contractor shall submit to Director, copies of original purchase orders and invoices evidencing Contractor's acquisition costs.
- K. Plants, materials, supplies, chemicals, etc., must be supplied from suppliers not affiliated with Contractor.
- L. In the case of emergency service, Contractor may perform Other Work/Services upon the verbal approval of Director. However, during the next business day, Director will submit a written Emergency Service Request to the Contractor.

- M. If it is determined this scope of work should be covered under Basic Services, the Contractor will reimburse any amount paid to the Contractor under Other/Services Request to the City. The City does not waive any of its rights and remedies whether by statute, at law, in equity, or under this Contract.

1.4 SUBCONTRACTORS

Contractor shall manage, control, and be responsible for all the work performed by its Subcontractors/Agents. A complete list of all subcontractors shall be submitted to Director for approval prior to Subcontractor/Agent commencing work.

1.5 INVOICING

Contractor shall submit its invoices on a form(s) approved in advance by Director; invoices must be accompanied by support documents requested by Director.

Each invoice submitted must be in duplicate and each copy must include required attachments. The Agreement name and Agreement number must identify the invoice. All invoices are to be delivered or mailed to the following location:

City of Houston
Department of Aviation
Finance Division/Accounts Payable
P.O. Box 60106
Houston, Texas 77205-0106

- A. Contractor shall submit for each Airport (IAH and HOU), a separate itemized invoice for Exterior Landscape Areas Monthly Maintenance services and a separate itemized invoice for Interior Plants Monthly Maintenance Services performed each month.

Invoices for the Exterior Landscape Areas Monthly Maintenance must state Contract name/number and include but are not limited to reconciliations of the following:

1. Total "Start" square footage of Flower Bed & Shrubs and Trees & Grass areas
2. "Current" square footage, by defined area, of maintained Flower Beds & Shrubs and Trees & Grass areas
3. Total current square footage of Flower Beds & Shrubs multiplied by current applicable Contract maintenance fee
4. Total current square footage of Trees & Grass areas multiplied by current applicable Contract maintenance fee
5. Grand Total Monthly Maintenance cost for Flower Beds & Shrubs

- B. Invoices for Interior Plants Monthly Maintenance must state Contract name/number and include but are not limited to reconciliations of the following:

1. Location of Containers
2. Contract quantity of each container size
3. Current quantity of each container size
4. Identification of price being either a contract (or) non-contract price
5. Monthly maintenance cost for each container size
6. Extended Total monthly maintenance cost for each container size
7. Grand Total Monthly Maintenance Cost

- C. Invoices submitted for services performed as the result of change orders require copies of the applicable change order also are attached to the original and each of the two (2) invoice copies.

- D. Invoices submitted for services performed as the result of other work/services require a copy of Director's written request be attached to the original and each of the two (2) invoice copies.

1.6 STANDARDS

Except where specified or exceeded by the requirements of the specification, the Contractor shall conform to the latest edition of the following standards:

- A. American Standard for Nursery Stock, ANSI Z60.1
- B. Standardized Plant Name, latest edition, as published by the American Joint Committee on Horticulture Nomenclature Grades and Standards, latest edition, as published by the Texas Nursery and Landscape Association (TNLA)
- C. Plant Hardiness Zone Map, as published by the U.S. Department of Agriculture (USDA)
- D. Heat Zone Map, as published by the American Horticultural Society (AHS)

1.7 WORK HOURS

Contractor's normal Work hours shall be between 8:00 a.m. and 5:00 p.m. Monday through Friday, 52 weeks per year, except as otherwise requested by Director. Contractor shall perform the Work in such a manner as to prevent inconvenience to Airport patrons, HAS personnel, and other users of the Airport. Any change in hours/workweek shall be by mutual Agreement confirmed in writing between Contractor and Director.

1.8 PRE-PERFORMANCE CONFERENCE

Prior to commencing performance under the Agreement, Contractor shall attend a pre-performance conference with representatives of HAS. HAS will specify the time and place of such meeting in a written notice to Contractor. Representatives of Contractor attending the pre-performance conference must include the Contractor's Supervisors. Items to be addressed at the pre-performance conference include, but not are limited to:

- a. Work scheduling
- b. Channels of communication
- b. Logistical management of Contractor furnished supplies and equipment
- c. Other Work/Services
- d. Implementation of additional procedures to ensure Agreement is performed in accordance with its terms.

1.9 COORDINATION MEETINGS

Throughout the Term of the Agreement and any extensions hereto, Contractor shall meet with Director, as determined necessary by him or her, to identify and resolve performance issues. Notice of any such coordination meeting may be given by Director to the Contractor either orally or in writing and will designate the time, date, location, Contractor attendees, and general purpose. Contractor's designated attendees must be present at any such performance meeting for its duration and must take minutes. The meeting minutes must be transcribed by Contractor in approved typewritten form and must be submitted to Director for approval within five (5) days of any such meeting. Director has the right to dispute the accuracy of the minutes and will note the discrepancies in the minutes prior to Director approval. Once approved, the original will be retained by HAS and copies will be provided to all attendees.

1.10 INSPECTIONS

Director will have the right to conduct inspections on all equipment, materials, supplies, and tools furnished, all records and logs, and all work performed under the Agreement without prior notice to Contractor. Equipment, tools, materials, and supplies that do not conform to the specifications of the Agreement or the original equipment manufacturer may be rejected.

A written report of the results of the inspection and recommendations will be forwarded to Contractor and shall require Contractor to take immediate action. Contractor shall correct the deficiency and respond in writing stipulating the corrective action(s) taken within ten (10) days unless otherwise authorized by Director. Director will determine responsibility for any deficiencies identified through an inspection.

- A. Within the first five (5) working days after the start-up of the Agreement term, as specified in the Notice to Proceed, Contractor and HAS shall jointly inspect all landscaped locations to determine if any plants are dead or dying. Contractor and HAS shall jointly inspect interior foliage to determine if any plants are dead or dying. As mutually agreeable between the Contractor and HAS, dead or dying plants shall be replaced or will be removed by HAS.
- B. HAS may direct Contractor to replace plants, or may accomplish the replacements by others, at HAS' sole discretion.
- C. After the first five- (5) days of the Agreement period, the cost to replace any subsequent dead or dying plants shall be the responsibility of Contractor.
- D. All work performed by Contractor, which upon inspection by HAS, is found to be faulty, incomplete, or does not meet the specifications of the Agreement, shall be corrected by Contractor. Contractor shall bear the expense of all corrections.

1.11 PERSONNEL

- A. **Personnel Requirements** -- Contractor shall provide sufficient personnel to meet the performance requirements of the Agreement. Contractor shall develop procedures to ensure all personnel, including newly hired workers, will be familiar with the work tasks. The procedures will include the required equipment for each job and will include safety procedures for all work performed.
- B. **Project Manager** -- Within ten (10) days prior to the Effective Contract Date, Contractor shall designate in writing to Director a Project Manager who is skilled and experienced in the type of service described in the Agreement. Director must approve the project manager, in writing, before performance begins. If Director refuses to approve Contractor's project manager, Contractor shall submit another project manager to Director for approval. Director shall have the right to approve or disapprove any successor project manager before performing under the Agreement. The Project Manager shall have five years experience on a project of similar size and scope. The Project Manager shall speak, read and write in English.

Contractor's Project Manager shall be available at all times during the performance of Contractor's obligations. Contractor's Project Manager shall have full authority to represent Contractor in making decisions and in the execution of the services to be performed. Contractor shall provide Director with the identity, home address, business and home telephone numbers of the Project Manager.

- C. **Personnel Qualifications and Approval** -- All Contractor personnel shall be reliable persons who are skilled and experienced in their assigned tasks. Contractor shall provide HAS with a

list for all personnel on HAS property. Contractor may change personnel only with equally qualified personnel and Director approval.

1. **Scheduling** -- Contractor shall ensure that qualified, trained personnel and necessary materials, tools, equipment, and supplies will be available to meet all maintenance requirements of the Agreement.

Within one (1) week after receiving the Notice to Proceed, Contractor shall coordinate a workday schedule that is agreeable to Director and submit an approved written schedule detailing the maintenance workdays and responsibilities for each person.

Contractor shall notify Director immediately, in writing, of any proposed deviations from the schedule along with the schedule recovery dates. Contractor shall not deviate from the schedule until receiving Director's written approval.

2. **Personnel Uniforms** -- Contractor's personnel shall present a clean and neat appearance. Contractor's personnel shall wear a Contractor furnished uniform with Contractor's name clearly displayed on the front of the shirt and seasonal outerwear.
3. **Texas Driver's License** -- Director requires that Contractor's employees performing work at the Airport possess a valid Texas driver's license for the type of vehicle or equipment operated. It shall be Contractor's responsibility to ensure that its employees meet this requirement.

1.12 **SECURITY AND BADGING**

Contractor shall comply with all applicable Federal rules governing security at the Airport, as may be amended from time to time.

- A. All on-site personnel of Contractor, including subcontractors, who perform services under the Agreement, are required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation. The Project Manager shall have additional training at HAS to approve badging requests for Contractor personnel.
- B. Contractor shall obtain HAS security badges for its personnel performing services on-site, including its subcontractor's personnel. On-site personnel shall wear identification badges at all times while on Airport property. The cost of badges, which is subject to change, is currently \$45.00 each at IAH/HOU and \$6.00 each at EFD. Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. Contractor is responsible for the cost of badges, including replacements thereof. Contractor personnel losing badges will be charged for replacement badges at the then current rate.
- C. Contractor acknowledges that fines or penalties associated with non-compliance with security regulations must be reimbursed to HAS.

1.13 **TRANSPORTATION AND PARKING**

Contractor shall park its vehicles in areas designated by Director at its own cost. Contractor must provide all transportation activities of Contractor or its subcontractors necessary to perform under the Agreement.

1.14 LICENSE/PERMITS

The Contractor shall, without additional expense to HAS, obtain all licenses, and permits required for the prosecution of the work.

1.15 TOOLS, MATERIALS, SUPPLIES, AND EQUIPMENT

Contractor shall provide all tools and equipment necessary to perform services specified herein. Equipment that may be required to accomplish tasks specified may include, but not be limited to:

1. Dump truck
2. Bobcat with attachments
3. Water truck
4. Tree spade
5. Tractor with attachments (finish mower, box-blade, landscape rake, bushhog, loader)
6. Trencher with small backhoe
7. Tree chipper
8. Chain saw
9. Boring machine
10. Concrete mixer
11. Concrete saw
12. Chemical application tank trailer (300 gallon)
13. Bulldozer
14. Fertilizers
15. Herbicides
16. Chemicals
17. Garbage Bags
18. Razor Blades and/or Pruning Shears
19. Cleaning Wipes
20. Water Dispensers
21. Insecticides
22. Water Meter

All supplies must be of the quality necessary to fulfill the intended purpose of the product. Contractor shall provide and maintain tools, machines, and equipment to perform the work as specified. All equipment must be maintained in a first-class working condition satisfactory to Director. Contractor shall use all tools, materials, supplies, and equipment in accordance with the manufacturer's instructions.

The City will assume no responsibility nor liability for any Contractor furnished items. The City will assume no responsibility or liability for any harm or injury arising from, or caused by, any Contractor furnished item or equipment.

The City will not be liable for any loss, breakage, or damage that may result to tools, equipment, materials, or supplies that Contractor may be using in the areas serviced.

Contractor shall remove all materials, supplies, and equipment from the work site upon completion or cessation of work. Contractor shall keep all materials, supplies, and equipment in its possession.

1.16 AUDITS

Representatives of the City will have the right to perform, or cause to be performed:

- A. Audits of the books and records of Contractor, and an inspection of all places where work is undertaken in connection with the Agreement. Contractor shall keep such books and records available for such purpose for at least three (3) years after ceasing its performance under the Agreement. Nothing in this provision will affect the time for bringing a cause of action or the applicable statute of limitations.
- B. The City Attorney or his or her designee shall have the right to enforce all legal rights and obligations under the Agreement without further authorization. Contractor covenants to provide to the City Attorney all documents and records that the City Attorney deems necessary to assist in determining Contractor's compliance with the Agreement, with the exception of those documents made confidential by federal or state laws or regulation.

1.17 SAFETY

Contractor shall not require any person to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety. Contractor shall comply with all provisions of the Occupational Health and Safety Act (OSHA).

Contractor shall be completely familiar with, and shall enforce all City, State of Texas and Federal OSHA regulations and requirements as applicable, including but not limited to the following:

- A. Contractor personnel must wear applicable personal protection equipment at all times.
- B. Contractor personnel operating equipment or handling materials must be fully trained in the safe operation of the equipment or materials.
- C. Contractor personnel must follow and apply safety practices prevailing in their applicable industry.

Contractor shall develop, implement and maintain an on-going safety program concerned with equipment, maintenance work, and related procedures. Contractor shall post safety warnings on equipment as necessary to ensure safe operations. Contractor shall not operate, install, or test any equipment in an unsafe condition. Contractor shall properly operate and maintain all safety equipment associated with its services.

When Contractor becomes aware of a hazardous or potentially hazardous condition during the course of performing services, Contractor shall verbally notify Director. Contractor shall immediately make such notification upon detection of the condition. Contractor shall detail conditions along with non-hazardous conditions and recommendations in its quarterly report.

1.18 MATERIAL SAFETY DATA SHEETS (MSDS)

The Contractor shall furnish to each Facility Superintendent all MSDS, (OSHA Form 174), for each product used in each facility. A Material Safety Data Sheet must accompany each product shipment to the facilities.

1.19 RECORDS AND REPORTS

Contractor shall make periodic verbal or written reports and recommendations to Director with respect to conditions, transactions, situations or circumstances affecting Contractor's performance under the Agreement. Contractor shall provide verbal or written reports as requested by Director. All reports are due within fifteen (15) days following the end of the calendar month unless otherwise agreed upon by Director.

As part of the organization/planning task, Contractor shall develop procedures for maintaining records for services provided under the Agreement. As a minimum and in compliance with this specification, the records shall cover:

- A. Agreement Documents
 - 1. Agreement Terms and Specifications
 - 2. Insurance Policies
 - 3. Approvals called for in Agreement Documents
 - 4. Service Subcontracts
- B. Service Documentation
 - 1. Inspection Reports
 - 2. Incident Reports
 - 3. Soil analysis reports
 - 4. Weed, pest, and disease management reports
 - 5. Safety reports
 - 6. Logs
- C. Reports
 - 1. Monthly Summary Reports
 - 2. Semi-Annual Summary Reports
 - 3. Annual Summary Reports
 - 4. Water Usage Reports (Contractor to provide meter)

Contractor's record keeping system shall be subject to approval of Director. Director may inspect all records at any time during normal business hours.

Upon expiration or termination of the Agreement, all records produced and maintained on file shall become the property of the City. Contractor shall retain all employee and accounting files and furnish a copy of all such files to the City. Contractor shall submit all reports and progress updates as required by Director.

1.20 DAMAGE TO CITY PROPERTY

Contractor shall repair or replace damages to City property caused by carelessness or neglect on the part of Contractor, its agents or employees.

1.21 INCREASE OR DECREASE OF WORK-INCLUSIONS/EXCLUSIONS

From time to time throughout the Term of the Agreement, Director may, by written notice to Contractor, increase and/or decrease the work covered by the Agreement. Contractor's sole compensation for such adjustment will be the unit cost per the Bid Form or cost agreed by Director and Contractor

1.22 PHASE-IN/PHASE-OUT SERVICES

The services provided by Contractor and continuity of such services at a consistently high level without interruption must be ensured, as they are vital to the City's overall effort. Upon expiration of the Agreement, a successor may continue the services. Contractor shall give its best efforts and cooperation in order to effect an orderly and efficient transition to a successor.

Contractor shall provide phase-in/phase-out services for up to 30 days before Agreement expiration at no extra charge to HAS. Contractor shall negotiate in good faith with the HAS in determining the nature and extent of the phase-in/phase-out services. Contractor shall be totally responsible for providing the services called for by the Agreement during any phase-in/phase-out period.

1.23 DUTIES OF HAS

HAS will provide Contractor with:

- A. Staging and lay down area(s)
- B. Designated water supply points for refilling Contractor's watering truck(s)
- C. Security escort (when necessary)
- D. HAS will supply water at not cost to the Contractor. There are multiple water filling stations on the Airport Grounds

1.24 WARRANTY OF SERVICES

- A. *Definitions:* "Acceptance" as used in this clause, shall be determined by Director and be established when Director determines that the unit of Work specified under the Agreement is complete and acceptable.

"Correction" as used in this clause, means the elimination of a defect.

- B. As otherwise noted in the specification; and notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
- C. If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.
- D. If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

1.25 ESTIMATED QUANTITIES NOT GUARANTEED

The estimated quantities specified in this Agreement are not a guarantee of actual quantities, HAS does not guarantee any particular quantity during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, HAS will not be liable for any contractual agreements/obligations the Contractor enters into based on HAS purchasing/requiring all the quantities specified herein.

SECTION "B-1"

EXTERIOR LANDSCAPE AREAS (IAH)

<u>LOCATION REFERENCE</u> <u>E</u>	<u>LOCATION</u>	<u>FLOWER BEDS & SHRUBS APPROXIMATE SQUARE FEET</u>	<u>TREES & GRASS APPROXIMATE SQUARE FEET</u>
AREA # 1	JFK & GREENS ROAD BEDS		
a.	JFK & Greens Road -- JFK median south of Greens Road.	5,850	27,280
b.	JFK & Greens Road -- JFK median south of Greens Road, turning island triangle.	792	0
c.	* JFK & Greens Road -- N.E. corner	5,490	42,652
d.	* JFK & Greens Road -- N.W. corner	5,490	17,241
e.	* JFK & Greens Road -- Turning Islands in front of Welcome Sign. (2) triangle beds.	3,105	0
f.	* JFK & Greens Road -- Welcome sign	5,300	1,080
g.	* JFK & Hardy Toll Road	2,250	1,880
h.	* JFK/Hardy North	3,600	0
AREA #2	HARDY TOLL (TREES OF HOUSTON PROGRAM) Beds from Hood Bayou east to JFK Boulevard Trees and shrub beds that run along both sides of the connector road and the connector overpass area onto JFK Blvd and JFK service road.	0	465,000
AREA #3	ECONOMY LOT	360	0
AREA #4	* ADMINISTRATION BUILDING	5,672	0
AREA #5	JFK MEDIANS		
a.	Bed new sign (JFK)	1,810	848
b.	JFK -- Christmas Tree Bed	616	720
c.	JFK & Adm. Building Bridge	51,830	13,896
d.	JFK Median, "Admin. Bridge" - Crape myrtle bed	0	240
e.	JFK North	1,964	0

f.	JFK North Median - (2) beds	1,920	0
g.	* JFK & Will Clayton -- "Pork Chop Hill"	3,720	63,375
h.	Terminal Split	3,067	39,315
i.	JFK Esplanades - Hibiscus	1,372	0
j.	JFK Service Roads - Wax myrtle & yaupon beds	23,221	0
AREA #6	TERMINAL SPLIT SOUTH		
a	JFK South	930	0
b	JFK Terminal Split - Hibiscus Crape myrtle bed	7,595	10,944
c	JFK Setback North of Split - Hibiscus	1,224	0
AREA #7	YAUPONS NORTH & SOUTH WILL CLAYTON BLVD.	7,020	0
AREA #8	* ASC COMPLEX FLAG POLE	255	0
AREA #9	LEE ROAD BED, MAYOR SIGN		
a.	* Will Clayton & Old Lee Road	5,710	4,245
b.	* Mayor's Sign Will Clayton	1,810	848
AREA #10	FIS ONE-STOP, CUSTOMS ISOLATION MAGNOLIA MEMORIAL, 19518 LEE ROAD		
a.	Magnolia Trees Lee Rd	0	1,500
b.	19518 Lee Road - Flag pole bed, beds to the right and left of main entrance, front door beds, shrub beds, shrubs along NW corner and front of building	10,864	0
c.	NEW FIS Cargo Buildings - Beds on the NW & SW corners of building. Grass & trees along entrance road from Lee road gate to end of pavement & grass and trees around building	1,000	0
AREA #11	* TERMINAL D 6 PLANTERS	410	0
AREA #12	TERMINAL C (POT PLANTERS (20), U-RAMP		
a.	* Terminal C & Parking Garage (20) planters.	1,659	0
b	* T/C Parking Garage Planter	505	0

c	* Terminal C Upper level (6) planters	126	0
d	Terminal C – West - (2) beds, Crepe myrtles and hedges	2,020	1,800
AREA #13 NORTH & SOUTH TERMINAL ROAD BEDS A&B TERMINALS			
a.	South Terminal Rd	2,700	810
b.	* Terminal A – N7W side	1,513	
c.	Terminal A - West Surface Lot Hibiscus	108	0
d.	Terminals A & B -- Sound Blast Walls	7,100	0
e.	Term A & B - North Term Rd	4,074	0
f.	Term A & B - South Term Rd - (2) hibiscus beds	6,323	0
g.	A & B Garage - Wax myrtle beds	0	1,380
h.	North Terminal Road Rotundas at A&B Garage East and West side & South Terminal Road Rotundas at A&B Garage East and West side.	18,657	10,156
i.	North Terminal near AB Parking Garage	2,041	1,680
j.	Area Under People Mover	3,080	0
k.	* A-24 T/A U-Ramp Planter box & 10 pots	442	0
AREA #14 FIS TERMINAL E			
a.	Terminal E/FIS - Beds along North Terminal Road, beds east of building between IA-1 & IA-2	11,800	8,950
	Grass and beds South Terminal Road		
b.	* Terminal Road & Will Clayton – Terminal Road median- circular bed at light spikes	6,699	0
c.	IAB Turnaround	1,500	0
Total Estimated Coverage		234,270	715,840

Total Estimated Square Footage of Seasonal Plant Change-out - *30,000.

SECTION "B-2"

EXTERIOR LANDSCAPE AREAS (HOU)

LOCATION	FLOWER BEDS, PALMS & SHRUBS <u>APPROXIMATE SQUARE FEET</u>	COLOR CHANGE OUT <u>APPROXIMATE SQUARE FEET</u>	TREES & GRASS <u>APPROXIMATE SQUARE FEET</u>
Planters - Approx. 31 ea.	750	750	None
Hedge Beds - Approx. 2,625 LF	7,875	N/A	None
Garage Beds	8,668	N/A	None
Outdoor Beds - Approx. 9 ea.	14,336	3,250	None
	=====		
TOTAL SQ. FEET (HOU)	31,629	4,000	

SECTION "B-3"

I. INTERIOR PLANTS (IAH)

No.	Container Size	IAH Estimated Qty.
1.	6" – 8"	789
2.	9" – 11"	60
3.	12" – 14"	128
4.	15" – 17"	86
5.	18" – 20"	-
6.	21" – 23"	-
7.	24" – 26"	3
8.	27" - Up	2

=====
Estimated Total 1,068

II. TYPICAL (IAH) INDOOR PLANTS – The plants listed are typical indoor plants located in the various Airport terminals and include but are not limited to the following plants.

1. **Chinese Evergreen** - (*Aglaonema commutatum*)
2. **Arbicola** – (*Schefflera arboricola*)
3. **Croton** – (*Codiaeum variegatum*)
4. **Dracaena Janet Craig** – (*Dracena deremensis*)
5. **Red-Edged Dracaena** – (*Dracaena marginata*)
6. **Corn Plant** – (*Dracaena fragrans massangeana*)
7. **Pleomele / Mayiasian dracaena** – (*Dracaena reflexa*)
8. **Striped Dracaena** – (*Dracaena warneckii*)
9. **Weeping Fig** – (*Ficus benjamina*)
10. **Rubber Tree** – (*Ficus elastica*)
11. **Fiddle Leaf Fig** – (*Ficus lyrata*)
12. **Pothos Ivy** – (*Epipremnum aureum*)
13. **Areca Palm** – (*Dypsis lutescens*)
14. **Bamboo Palm** – (*Chamaedorea microspadix*)
15. **Kentia Palm** – (*Howea forsteriana*)
16. **Snake Plant** – (*Sansevieria trifasciata*)
17. **Mauna Loa / Peace Lily** – (*Spathiphyllum*)

SECTION "B-4"

(IAH) & (HOU) LANDSCAPING PLANTS

When requested by Director, Contractor shall furnish and deliver plants as described below:

ANNUALS / PERENNIALS

Plants must be supplied in flats or pots in potting soil maintained with proper moisture. Plants must be vigorously healthy and compact, with no damage or evidence of pests, weeds, disease, or stress. Plants with a bushy crown of leaves are preferred. Plants with brown leaves, with weak, gangly stems, or that are damaged are not acceptable.

High-use color change-out plants include but are not limited to the following plants.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>CONTAINER SIZE</u>
1.	<u>Petunia</u> Petunia x Hybrida (All Cultivars)	4-in. pot
2.	<u>Geraniums</u> Pelargonium X hortorum (All Cultivars)	6-in. pot
3.	<u>Impatiens</u> Impatien Wallrana (All Cultivars)	4-in. pot
4.	<u>Begonia</u> Begonia x Semeperflorens-Cultorum (All Cultivars)	4-in. pot
5.	<u>Dianthus</u> Dianthus Chinesnsis (All Cultivars)	4-in. pot
6.	<u>Pentas</u> Pentas lanceolata (All Cultivars)	4-in. pot
7.	<u>Snapdragon</u> Antirrhinum majus (All Cultivars)	4-in. pot
8.-10.	<u>Hibiscus</u> - (Regular & Dwarf) Hibiscus Rosa-Sinensis (All Cultivars)	6-in. pot 1-gallon can
11.	<u>Lantana</u> Lantana camara (All Cultivars)	1-gallon can
12.	<u>Vinca</u> Catharanthus roseus (All Cultivars)	4-in. pot
13.	<u>Caladium Bulbs "Jumbo"</u> Fancy Leaf (Single /Mixed Color) Lance leaf (Single /Mixed Color) Size: 2-1/2-in. to 3-1/2-in.	Each
14.	<u>Pansy</u> Violata x wittrockiana (All Cultivars)	4-in. pot
15.	<u>Ornamental Kale</u> Brassica oleracea (All Cultivars)	6-in. pot
16.	<u>Sweet Allysum</u> Lobularia (All Cultivars)	4-in. pot

SECTION "B-5"

SPECIFIC TASKS

A. EXTERIOR LANDSCAPE MAINTENANCE

1. **FLOWERS AND SHRUBS** - Contractor's Work includes but is not limited to the following tasks:
 - a. **Bed Maintenance** -- Raise bed areas to a minimum of 4-6 inches, and cultivate soil to a minimum depth of 8-inches and prepare the soil in the landscaped beds to accept replacement plants and to revitalize existing plants.
 - b. **Manicuring/Dead Heading** -- Remove and dispose of faded flowers (or) spent blooms as required to keep the plants well groomed, to prevent plants from setting seed, and to promote continued blooms.
 - c. **Debris Removal** -- Remove all debris, including dead plants, expired blooms, unusable mulch, etc., from HAS premises. Clean debris from beds.
 - d. **Erosion Control/Remediation** -- Prevent the wearing away, washing away, or removal of soil by wind, water, etc., and repair any erosion damage.
 - e. **Fertilize**
 1. Fertilize flowers and shrubs in landscaped areas as required with appropriate fertilizer(s) at appropriate frequencies to ensure all plants receive nutrients essential to remain healthy and vigorous.
 2. Fertilize roses at appropriate times with slow-release systemic rose food and apply root stimulant and wilt inhibitors as required to maintain health of plants and an attractive appearance. (Rose Mix must be L.E.T.C.O. Rose Mix, or HAS approved equal)
 - f. **Freeze Protection** -- Protect sensitive plants from inclement weather in all landscaped areas.
 - g. **Replace Dead/Dying/Missing Plants** -- Replace any dead, dying, or missing plants with healthy and vigorous plants of equal size and type. Replacement plants shall be planted within 15 days of notice damage, unless the time of year for replacing a plant is inappropriate. In the event that the time of year is unsuitable, a suitable plant date shall be coordinated with the HAS.
 - h. **Water** -- Water all landscaped areas sufficiently to ensure plants remain healthy and vigorous.
 - i. **Mulch** -- Provide and maintain mulch at a uniform depth of 2 to 3-inch deep. Mulch must be pulled back and maintained a minimum of 1-inch from shrub stem. (Mulch must be L.E.T.C.O. Red Mulch, or HAS approved equal for (HOU) and 100% Pine Bark Mulch for (HOU).
 - j. **Plant Installation** -- Install replacement plants.
 - k. **Prune** -- Prune plants and shrubs in landscaped areas in accordance with the best horticultural practices to maintain plants intended purpose, improve plant appearance, promote healthy plants, and protect people/property.

- l. **Soil Amendments** -- Apply appropriate amendments to ensure the physical and chemical conditions of the soil in landscaped areas are suitable for growing and drainage.
 - m. **Soil Analysis** -- Provide soil sampling and Texas A&M University (TAMU) soil sampling techniques. Contractor shall integrate the results of the analysis into its flowers and shrubs landscape maintenance program and use the data to correct nutritional imbalances in the soil, establish and monitor fertilizer requirements, prevent mineral element deficiencies, and ensure optimum plant health and growth.
 1. Use appropriate soil sampling techniques as recommended by TAMU to ensure a composite representative sample is taken from each area to be tested.
 2. Use the TAMU Routine Analysis Group (pH, NO₃, P, K, Ca, Mg, Na, S, and Conductivity) per sample.
 3. Provide HAS with a copy of all soil analyses results/reports.
 - n. **Staking Plants** -- Stake plants, and shrubs as required. Stake young and tender plants to ensure root protection and straight growth.
 - o. **Integrated Weed, Pest, and Disease Management** --Provide an environmentally sensitive Integrated Weed, Pest, and Disease Management Program.
 1. Weed Control
Plant Beds: Prevent and eradicate all weeds/ unwanted grass.
 2. Pest Control
Control all pests, insects, etc., harmful to the grounds and vegetation.
 3. Fungus Control
Control fungus in landscaped areas.
 4. Application of herbicide, insecticide, and fungicide
Contractor shall use EPA approved chemicals that are as environmentally friendly as possible and at the minimum quantities required to provide infestation control for flowers and shrubs in landscape areas. Any pre-emergence herbicides must be of the non-leaching type. Soil toxicity shall be avoided and mitigated if discovered. Contractor shall apply chemicals only under the recommended weather and environmental conditions as such to avoid drift and prevent damage to adjacent and non-target vegetation. Contractor shall be responsible for any damage to plants, grounds, and landscape incurred as a result of inappropriate or improper application and must repair or replace any such damage at no cost to HAS. Contractor shall use only trained and state-certified or licensed Applicators to apply chemicals on the Airport.
 5. Reporting
Submit a monthly report which shows the type and quantity of chemicals applied during the month.
 - p. **Parameter Mowing** -- Maintain a 4-foot area of grass around all beds maintained by contractor. Mowing heights must be appropriate for the season and the type of grass planted at each location.
2. **TREES AND GRASS** - Contractor's Work includes but is not limited to the following tasks:

- a. **Aeration/Thatch Control** -- Perform regular aeration and thatch control, including but not limited to vertical mowing, aeration, topdressing, spiking and coring, to alleviate surface compaction, promote thatch removal and decomposition, and improve water and fertilizer penetration.
- b. **Debris Removal** -- Remove and dispose of all natural and man-made debris, including, but not limited to: dead plants, weeds, pruning, and unusable mulch and landscape materials. At the end of each work day, Contractor shall leave any job/work location clean, neat, and with proper disposal of all debris.
- c. **Integrated Weed, Pest, and Disease Management** --Provide an environmentally sensitive Integrated Weed, Pest, and Disease Management Program.
 - 1. Weed Control
Prevent and eradicate all weeds/ unwanted grass.
 - 2. Pest Control
Control all pests, insects, etc., harmful to the grounds and vegetation.
 - 3. Fungus Control
Control fungus in landscaped areas.
 - 4. Application of herbicide, insecticide, and fungicide
Contractor shall use EPA approved chemicals that are as environmentally friendly as possible and at the minimum quantities required to provide infestation control for trees and grass in landscape areas. Any pre-emergence herbicides must be of the non-leaching type. Soil toxicity shall be avoided and mitigated if discovered. Contractor shall apply chemicals only under the recommended weather and environmental conditions as such to avoid drift and prevent damage to adjacent and non-target vegetation. Contractor shall be responsible for any damage to plants, grounds, and landscape incurred as a result of inappropriate or improper application and must repair or replace any such damage at no cost to HAS. Contractor shall use only trained and state-certified or licensed Applicators to apply chemicals on the Airport.
 - 5. Reporting
Submit a monthly report which shows the type and quantity of chemicals applied during the month.
- d. **Erosion Control/Remediation** -- Prevent the wearing away, washing away, or removal of soil by wind, water, etc. and repair any erosion damage.
- e. **Fertilize**
 - 1. Fertilize trees and grass in landscape areas as required with appropriate fertilizer(s) at appropriate frequencies to ensure all trees and grass receive nutrients essential to remain healthy and vigorous.
 - 2. Deep-root fertilize trees in landscaped areas at least once a year or as required to ensure healthy and vigorous growth.
- e. **Staking Plants** -- Stake trees as required. Stake young trees to ensure root protection and straight growth.
- f. **Soil Analysis** -- Provide soil sampling and Texas A&M University (TAMU) soil sampling techniques. Contractor shall integrate the results of the analysis into its trees and grass landscape maintenance program and use the data to correct nutritional imbalances in the

soil, establish and monitor fertilizer requirements, prevent mineral element deficiencies, and ensure optimum plant health and growth.

1. Use appropriate soil sampling techniques as recommended by TAMU to ensure a composite representative sample is taken from each area to be tested.
2. Use the TAMU Routine Analysis Group (pH, NO₃, P, K, Ca, Mg, Na, S, and Conductivity) per sample.
3. Provide HAS with a copy of all soil analyses results/reports.

g. **Freeze Protection** -- Protect sensitive plants from inclement weather.

h. **Mowing** -- Mow, trim, and edge all grassy areas within the designated landscaped locations as required to maintain a pleasing appearance. Mowing heights must be appropriate for the season and the type of grass planted at each location. Contractor shall have the option to rake and bag all grass clippings and properly dispose of them at an approved landfill, or to mow mulched grass back into the grassy areas.

i. **Prune** -- Prune trees in landscaped areas in accordance with the best horticultural practices to maintain intended purpose, improve appearance, promote health, and protect people/property. Major pruning, not necessitated by an emergency event, must be performed during late dormant season. In all cases of major pruning, appropriate wound dressing shall be applied.

j. **Replace Dead/Dying/Damaged Trees and Grass** -- Contractor shall replace, at its expense, dead, dying, unattractive, or missing trees and grass damaged/lost due to contractor's negligent care or failure to perform proper maintenance services.

k. **Trimming/Edging** -- Trim to give the turf a finished look around buildings, trees, shrubs, flower/shrub beds, cultivated areas, poles, walls, valves, and other similar objects. Trimming shall be accomplished to match the height and appearance of the surrounding mowed grass. Weed-eaters or edger's are not to be used within 15-inches of any tree. Trimming within 15-inches of any tree must be done by hand trimming only.

l. **Mulch** -- Provide and maintain mulch at a uniform depth of 2 to 3-inch deep extending 3 to 6-feet out from trees trunks in landscaped areas. Mulch must be pulled back and maintained a minimum of 1-inch from tree trunks. (Mulch must be L.E.T.C.O. Red Mulch, or HAS approved equal)

m. **Soil Amendments** -- Apply appropriate soil amendments to ensure the physical and chemical conditions of the soil in landscaped areas are suitable for growing and drainage.

n. **Water** -- Water all landscaped areas sufficiently to ensure plants remain healthy and vigorous.

B. INTERIOR PLANT MAINTENANCE - Contractor's Work includes but is not limited to the following tasks:

1. **Debris Removal** -- Remove all debris, including dead plants, from work areas.
2. **Dust and Polish** -- Dust and polish leaves of plants as required to ensure plants are healthy and vigorous.

3. **Fertilize** -- Fertilize plants with an appropriate fertilizer(s) at appropriate frequencies to ensure plants remain healthy and vigorous.
4. **Fungus Control** -- Control fungus in landscaped areas in accordance with best horticultural procedures.
5. **Pest Control** -- Spray interior plants with appropriate insecticides to control nuisance insects, snails and slugs. All insecticide spraying of interior plants must be accomplished off-premises. All plants removed off site must be back in place within twenty-four (24) hours or replaced with a similar plant.

Contractor may perform selective application of non-toxic chemicals without removal of the plants from their permanent location with the approval of HAS, such approval may be granted upon submittal of appropriate Material Safety Data Sheets (MSDS) to the HAS. All requests must be in writing and coordinated through Facilities Administration before any on site application is permitted. Contractor shall discontinue the use of any chemicals upon request of HAS. Contractor shall assume full responsibility for such applications.

6. **Potting Soil / Amendments** -- Add or change potting soil and soil amendments as needed.
7. **Planters** -- Keep planters clean, polished, and free of trash.
8. **Plant Identification/Labeling** -- Label each container with the following minimum data:
 - a. Date plant was supplied/installed
 - b. Container size
 - c. Common and Scientific name of plant(s)
9. **Prune** -- Prune plants in accordance with the best horticultural practices to maintain intended purpose, improve appearance, promote health, and protect people/property.
10. **Relocating Plants** -- Relocate plants as required and in accordance with HAS instructions.
11. **Replace Dead/Dying/Missing Plants** -- Promptly replace plants with healthy and vigorous plants of equal size and type if after acclimation, more than 25% of the foliage is pruned, or more than 10% of the plant is discolored, or the plant's form or shape is no longer consistent with the standards associated with the plant species. Contractor shall replace any dead or dying plants.
12. **Staking Plants** -- Stake plants as needed to protect roots and for straight growth.
13. **Top Dressing** -- Furnish and apply top dressing materials and moss to cover soil and nursery cans.
14. **Water** -- Water all plants as often as necessary to ensure plants remain healthy and vigorous.
15. **Weed Control** -- Maintain plants in a weed-free condition using appropriate herbicides and manual weeding as required.

C. **SEASONAL PLANT CHANGE-OUT** - Contractor's Work includes but is not limited to the following tasks: *(Excludes plants)*

1. **Remove and Dispose** -- Remove and dispose of existing plants.
2. **Cultivation** -- Raise bed areas to a minimum of 4-6 inches, and cultivate soil to a minimum depth of 8-inches.
3. **Fertilize** -- Provide and apply appropriate fertilizer(s) as required to ensure all plants receive nutrients essential to remain healthy and vigorous.
4. **Amendments** -- Provide and apply appropriate amendments to ensure the physical and chemical conditions of the soil in landscaped areas are suitable for growing/drainage.
5. **Pesticides, Fungicides, and Herbicides** -- Provide and apply appropriate pesticides, fungicides, and herbicides as required in accordance with manufacturer's instructions and best horticultural practices.
6. **Installation of New Plants** -- Install new plants in accordance with best horticultural practices.
7. **Initial Water** -- Water plants after planting.
8. **Mulch** -- Provide mulch at a uniform depth of 2 to 3-inch deep. (Mulch must be L.E.T.C.O. Red Mulch, or HAS approved equal)

EXHIBIT "C"

EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT "D"

MWBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled "THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT" and contain the following terms:

1. _____ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").
 2. _____ (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
 3. Within five business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
 4. As concluded by the parties to this subcontract, and as evidenced by their signature hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 -- "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
- Upon submittal of the matter to arbitration each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
- In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.
- e. All arbitrations shall be conducted in Houston, Texas, unless the parties agree to a different location.

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date _____

Contractor Name _____

Signature _____

Title _____

EXHIBIT "F"
Contractor's Certification Of No Safety Impact Positions
In Performance Of A City Contract

I, _____
(Name)(Print/Type) _____ **(Title)**

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Date

Contractor Name

Signature

Title

CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS

I, _____ as an
(NAME) **(PRINT/TYPE)**

owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

DATE

CONTRACTOR NAME

SIGNATURE

TITLE

EXHIBIT "G"
DRUG POLICY COMPLIANCE DECLARATION

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Contractor or Vendor)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____, 20____.

Initials A written Drug Free Workplace Policy has been implemented and employees notified.
The policy meets the criteria established by the Mayor's Amended Policy on Drug
Detection and Deterrence (Mayor's Policy).

Initials Written drug testing procedures have been implemented in conformity with the Mayor's
Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31.
Employees have been notified of such procedures.

Initials Collection/testing has been conducted in compliance with federal Health and Human
Services (HHS) guidelines.

Initials Appropriate safety impact positions have been designated for employee positions
performing on the City of Houston contract. The number of employees in safety impact
positions during this reporting period is _____.

Initials From _____ to _____ the following test has occurred
(Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested				
Number Employees Positive				
Percent Employees Positive				

Initials Any employee who tested positive was immediately removed from the City worksite
consistent with the Mayor's Policy and Executive Order No. 1-31.

Initials I affirm that falsification or failure to submit this declaration timely in accordance with
established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this
declaration are within my personal knowledge and are true and correct.

(Date)

(Typed or Printed Name)

(Signature)

(Title)

EXHIBIT "H"

FEES AND COSTS

Year One

1. (IAH) Exterior Landscape Maintenance (Basic Services)

A. Flowers & Shrubs	
Estimated Square Footage/mo.	<u>Cost per Square Foot</u>

\$0.042

B. Trees & Grass	
Estimated Square Footage/mo.	<u>Cost per Square Foot</u>

\$0.03

2. (IAH) Interior Plants Maintenance (Basic Services)

	Plant Container Size	Single Unit Maintenance Cost per Month
a.	6" - 8"	\$2.00
b.	9" - 11"	\$5.50
c.	12" - 14"	\$9.00
d.	15" - 17"	\$12.00
e.	18" - 20"	\$18.00
f.	21" - 23"	\$24.00
g.	24" - 26"	\$28.00
h.	27" & Larger	\$35.00

3. (IAH) Seasonal Plant Change-out (Basic Services)

Cost Per Square Foot/Per Change Out

\$1.18 per square foot

4. (IAH) Specified Plants for Seasonal Plant Change-Out

Spring Item	Description	Packaging	Unit Cost
a)	Petunia	4-in. pot	\$.72/pot
b)	Geraniums	6-in. pot	\$4.80/pot
c)	Impatiens	4-in. pot	\$.72/pot

Summer

<u>Item</u>	<u>Description</u>	<u>Packaging</u>	<u>Unit Cost</u>
d)	Begonia	4-in. pot	\$.72/pot
e)	Dianthus	4-in. pot	\$.78/pot
f)	Pentas	4-in. pot	\$1.02/pot
g)	Snapdragon	4-in. pot	\$.78/pot
h)	Dwarf Hibiscus	6-in. pot	\$3.55/pot
i)	Dwarf Hibiscus	1-gal. can	\$9.55/can
j)	Hibiscus – Reg.	1-gal. can	\$5.95/can
k)	Lantana	1-gal. can	\$4.62/can
l)	Vinca	4-in. pot	\$.78/can
m)	Caladium Bulbs	Each	\$1.20/ea.

Winter

n)	Pansy	4-in. pot	\$.72/pot
o)	Kale	6-in. pot	\$4.50/pot
p)	Sweet Alyssum	4-in. pot	\$.72/pot

5. Non-Specified Plants for Seasonal Plant Change-Out (Basic Services)

5% markup

6. (IAH) Soil Sterilization and Weed Control (Basic Services)

Soil Sterilization	\$0.02 per linear foot
Weed Control Applied Outside Areas Designated In Fee Schedule Item No. 1	\$0.02 per square foot
Weed Control applied to Drainage and Waterways	\$0.006 per square foot

Year One

7. Landscape Services

	Description	Unit Cost
A.	Irrigation – Installation Labor	
	a. Normal Work Hours	\$20.00/hr.
	b. After Normal Work Hours	\$30.00/hr.
B.	Landscape Labor	
	a. Normal Work Hours	\$20.00/hr.
	b. After Normal Work Hours	\$30.00/hr.
C.	Tree Felling (Leave Tree in Place)	\$95.00/ea.
D.	Tree Felling & Tree Removal (Includes removal from site)	\$200.00/ea.
E.	Tree Felling, Tree Removal, and Stump & Ground Root Removal (Includes removal from site)	\$250.00/ea.
F.	Stump Grinding	\$50.00/ea.
G.	Stump and Above Ground Root Removal (Includes removal from site)	\$75.00/ea.
H.	Services of a Licensed Pest Control Specialist – Labor	
	a. Normal Work Hours	\$35.00/hr.
	b. After Normal Work Hours	\$50.00/hr.

8. Plants/Materials/Supplies/Chemicals

5% markup

Year Two (Option Year One)

1. (IAH) Exterior Landscape Maintenance (Basic Services)

A. Flowers &
Shrubs
Estimated Square
Footage/mo. Cost per
 Square Foot

\$0.04

B. Trees & Grass
Estimated Square Cost per

<u>Footage/mo.</u>	<u>Square Foot</u>
--------------------	--------------------

\$0.03

2. (HOU) Exterior Landscape Maintenance

A. Flowers & Shrubs

<u>Estimated Square Footage/mo.</u>	<u>Cost per Square Foot</u>
-------------------------------------	-----------------------------

\$0.04

3. (IAH) Interior Plants Maintenance (Basic Services)

	Plant Container Size	Single Unit Maintenance Cost per Month
a.	6" - 8"	\$2.00
b.	9" - 11"	\$5.50
c.	12" - 14"	\$9.00
d.	15" - 17"	\$12.00
e.	18" - 20"	\$20.00
f.	21" - 23"	\$25.00
g.	24" - 26"	\$30.00
h.	27" & Larger	\$35.00

4. (IAH) and (HOU) Seasonal Plant Change-out (Basic Services)

Cost Per Square Foot/Per Change Out

\$1.18 per square foot

Year Two (Option Year One)

5. (IAH) and (HOU) Specified Plants for Seasonal Plant Change-Out

Spring

<u>Item</u>	<u>Description</u>	<u>Packaging</u>	<u>Unit Cost</u>
a)	Petunia	4-in. pot	\$.72/pot
b)	Geraniums	6-in. pot	\$4.80/pot
c)	Impatiens	4-in. pot	\$.72/pot

Summer

<u>Item</u>	<u>Description</u>	<u>Packaging</u>	<u>Unit Cost</u>
d)	Begonia	4-in. pot	\$.72/pot
e)	Dianthus	4-in. pot	\$.78/pot

f)	Pentas	4-in. pot	\$1.02/pot
g)	Snapdragon	4-in. pot	\$.78/pot
h)	Dwarf Hibiscus	6-in. pot	\$3.55/pot
i)	Dwarf Hibiscus	1-gal. can	\$9.55/can
j)	Hibiscus – Reg.	1-gal. can	\$5.95/can
k)	Lantana	1-gal. can	\$4.62/can
l)	Vinca	4-in. pot	\$.78/can
m)	Caladium Bulbs	Each	\$1.20/ea.

Winter

n)	Pansy	4-in. pot	\$.72/pot
o)	Kale	6-in. pot	\$4.50/pot
p)	Sweet Alyssum	4-in. pot	\$.72/pot

6. (IAH) and (HOU) Non-Specified Plants for Seasonal Plant Change-Out (Basic Services)

5% markup

Year Two (Option Year One)

7. (IAH) and (HOU) Soil Sterilization and Weed Control (Basic Services)

Soil Sterilization	\$0.02 per linear foot
Weed Control Applied Outside Areas Designated In Fee Schedule Item No. 1	\$0.02 per square foot
Weed Control applied to Drainage and Waterways	\$0.006 per square foot

8. Landscape Services

	Description	Unit Cost
	Irrigation – Installation Labor	
A.	a. Normal Work Hours	\$20.00/hr.
	b. After Normal Work Hours	\$30.00/hr.
B.	Landscape Labor	
	a. Normal Work Hours	\$20.00/hr.
	b. After Normal Work Hours	\$30.00/hr.
C.	Tree Felling (Leave Tree in Place)	\$95.00/ea.

- | | | |
|----|--|--------------|
| D. | Tree Felling & Tree Removal
(Includes removal from site) | \$200.00/ea. |
| E. | Tree Felling, Tree Removal, and Stump
& Ground Root Removal
(Includes removal from site) | \$250.00/ea. |
| F. | Stump Grinding | \$50.00/ea. |
| G. | Stump and Above Ground Root
Removal (Includes removal from site) | \$75.00/ea. |
| H. | Services of a Licensed Pest Control
Specialist – Labor | |
| | a. Normal Work Hours | \$35.00/hr. |
| | b. After Normal Work Hours | \$50.00/hr. |

9. Plants/Materials/Supplies/Chemicals

5% markup

Year Three (Option Year Two)

1. (IAH) Exterior Landscape Maintenance (Basic Services)

**A. Flowers &
Shrubs**

<u>Estimated Square Footage/mo.</u>	<u>Cost per Square Foot</u>
---	---------------------------------

\$0.0415

**B. Trees & Grass
Estimated Square
Footage/mo.**

Cost per
Square Foot

\$0.031

2. (HOU) Exterior Landscape Maintenance

**A. Flowers &
Shrubs**

<u>Estimated Square Footage/mo.</u>	<u>Cost per Square Foot</u>
---	---------------------------------

\$0.0415

3. (IAH) Interior Plants Maintenance (Basic Services)

	Plant Container Size	Single Unit Maintenance Cost per Month
a.	6" - 8"	\$2.06
b.	9" - 11"	\$5.65
c.	12" - 14"	\$9.30
d.	15" - 17"	\$12.35

e.	18" - 20"	\$22.00
f.	21" - 23"	\$30.00
g.	24" - 26"	\$35.00
h.	27" & Larger	\$40.00

6. (IAH) and (HOU) Seasonal Plant Change-out (Basic Services)

Cost Per Square Foot/Per Change Out

\$1.22 per square foot

Year Three (Option Year Two)

7. (IAH) and (HOU) Specified Plants for Seasonal Plant Change-Out

Spring

<u>Item</u>	<u>Description</u>	<u>Packaging</u>	<u>Unit Cost</u>
a)	Petunia	4-in. pot	\$.75/pot
b)	Geraniums	6-in. pot	\$4.95/pot
c)	Impatiens	4-in. pot	\$.75/pot

Summer

<u>Item</u>	<u>Description</u>	<u>Packaging</u>	<u>Unit Cost</u>
d)	Begonia	4-in. pot	\$.75/pot
e)	Dianthus	4-in. pot	\$.80/pot
f)	Pentas	4-in. pot	\$1.05/pot
g)	Snapdragon	4-in. pot	\$.80/pot
h)	Dwarf Hibiscus	6-in. pot	\$3.65/pot
i)	Dwarf Hibiscus	1-gal. can	\$9.85/can
j)	Hibiscus – Reg.	1-gal. can	\$6.15/can
k)	Lantana	1-gal. can	\$4.75/can
l)	Vinca	4-in. pot	\$.80/can
m)	Caladium Bulbs	Each	\$1.25/ea.

Winter

n)	Pansy	4-in. pot	\$.75/pot
----	-------	-----------	-----------

- o) Kale 6-in. pot \$4.65/pot
- p) Sweet Alyssum 4-in. pot \$.75/pot

8. (IAH) and (HOU) Non-Specified Plants for Seasonal Plant Change-Out (Basic Services)

5% markup

Year Three (Option Year Two)

9. (IAH) and (HOU) Soil Sterilization and Weed Control (Basic Services)

Soil Sterilization	\$0.021 per linear foot
Weed Control Applied	\$0.021 per square foot (IAH)
Outside Areas Designated	\$0.024 per square foot (HOU)
In Fee Schedule Item No. 1	
Weed Control applied to	\$0.0062 per square foot
Drainage and Waterways	

10. Landscape Services

	Description	Unit Cost
A.	Irrigation – Installation Labor	
	a. Normal Work Hours	\$21.00/hr.
	b. After Normal Work Hours	\$31.00/hr.
B.	Landscape Labor	
	a. Normal Work Hours	\$21.00/hr.
	b. After Normal Work Hours	\$31.00/hr.
C.	Tree Felling (Leave Tree in Place)	\$98.00/ea.
D.	Tree Felling & Tree Removal (Includes removal from site)	\$200.00/ea.
E.	Tree Felling, Tree Removal, and Stump & Ground Root Removal (Includes removal from site)	\$250.00/ea.
F.	Stump Grinding	\$51.50/ea.
G.	Stump and Above Ground Root Removal (Includes removal from site)	\$80.00/ea.
H.	Services of a Licensed Pest Control Specialist – Labor	
	a. Normal Work Hours	\$36.00/hr.
	b. After Normal Work Hours	\$51.50/hr.

11. Plants/Materials/Supplies/Chemicals

5% markup

Year Four (Option Year Three)

1. (IAH) Exterior Landscape Maintenance (Basic Services)

**A. Flowers &
Shrubs**

<u>Estimated Square Footage/mo.</u>	<u>Cost per Square Foot</u>
---	---------------------------------

\$0.043

B. Trees & Grass

<u>Estimated Square Footage/mo.</u>	<u>Cost per Square Foot</u>
---	---------------------------------

\$0.032

2. (HOU) Exterior Landscape Maintenance

**A. Flowers &
Shrubs**

<u>Estimated Square Footage/mo.</u>	<u>Cost per Square Foot</u>
---	---------------------------------

\$0.043

3. (IAH) Interior Plants Maintenance (Basic Services)

	Plant Container Size	Single Unit Maintenance Cost per Month
a.	6" - 8"	\$2.12
b.	9" - 11"	\$5.80
c.	12" - 14"	\$9.60
d.	15" - 17"	\$12.70
e.	18" - 20"	\$25.00
f.	21" - 23"	\$35.00
g.	24" - 26"	\$40.00
h.	27" & Larger	\$45.00

4. (IAH) and (HOU) Seasonal Plant Change-out (Basic Services)

Cost Per Square Foot/Per Change Out

\$1.26 per square foot

Year Four (Option Year Three)

5. (IAH) and (HOU) Specified Plants for Seasonal Plant Change-Out

Spring

<u>Item</u>	<u>Description</u>	<u>Packaging</u>	<u>Unit Cost</u>
a)	Petunia	4-in. pot	\$.77/pot
b)	Geraniums	6-in. pot	\$5.10/pot
c)	Impatiens	4-in. pot	\$.77/pot

Summer

<u>Item</u>	<u>Description</u>	<u>Packaging</u>	<u>Unit Cost</u>
d)	Begonia	4-in. pot	\$.77/pot
e)	Dianthus	4-in. pot	\$.82/pot
f)	Pentas	4-in. pot	\$1.10/pot
g)	Snapdragon	4-in. pot	\$.82/pot
h)	Dwarf Hibiscus	6-in. pot	\$3.75/pot
i)	Dwarf Hibiscus	1-gal. can	\$10.15/can
j)	Hibiscus – Reg.	1-gal. can	\$6.35/can
k)	Lantana	1-gal. can	\$4.90/can
l)	Vinca	4-in. pot	\$.82/can
m)	Caladium Bulbs	Each	\$1.30/ea.

Winter

n)	Pansy	4-in. pot	\$.77/pot
o)	Kale	6-in. pot	\$4.80/pot
p)	Sweet Alyssum	4-in. pot	\$.77/pot

6. (IAH) and (HOU) Non-Specified Plants for Seasonal Plant Change-Out (Basic Services)

5% markup

Year Four (Option Year Three)

7. (IAH) and (HOU) Soil Sterilization and Weed Control (Basic Services)

Soil Sterilization	\$0.022 per linear foot
Weed Control Applied	\$0.022 per square foot (IAH)
Outside Areas Designated	\$0.024 per square foot (HOU)
In Fee Schedule Item No. 1	

Weed Control applied to Drainage and Waterways	\$0.0065 per square foot
---	--------------------------

8. Landscape Services

	Description	Unit Cost
A.	Irrigation – Installation Labor	
	a. Normal Work Hours	\$22.00/hr.
	b. After Normal Work Hours	\$32.00/hr.
B.	Landscape Labor	
	a. Normal Work Hours	\$22.00/hr.
	b. After Normal Work Hours	\$32.00/hr.
C.	Tree Felling (Leave Tree in Place)	\$100.00/ea.
D.	Tree Felling & Tree Removal (Includes removal from site)	\$200.00/ea.
E.	Tree Felling, Tree Removal, and Stump & Ground Root Removal (Includes removal from site)	\$250.00/ea.
F.	Stump Grinding	\$55.00/ea.
G.	Stump and Above Ground Root Removal (Includes removal from site)	\$80.00/ea.
H.	Services of a Licensed Pest Control Specialist – Labor	
	a. Normal Work Hours	\$37.50/hr.
	b. After Normal Work Hours	\$52.50/hr.

9. Plants/Materials/Supplies/Chemicals

5% markup

Year Five (Option Year Four)

1. (IAH) Exterior Landscape Maintenance (Basic Services)

A. Flowers & Shrubs	<u>Cost per</u>
Estimated Square	<u>Square Foot</u>
<u>Footage/mo.</u>	

\$0.045

B. Trees & Grass	<u>Cost per</u>
Estimated Square	<u>Square Foot</u>
<u>Footage/mo.</u>	

\$0.034

2. (HOU) Exterior Landscape Maintenance

A. Flowers &

Shrubs

Estimated Square
Footage/mo.

Cost per
Square Foot

\$0.045

3. (IAH) Interior Plants Maintenance (Basic Services)

	Plant Container Size	Single Unit Maintenance Cost per Month
a.	6" - 8"	\$2.18
b.	9" - 11"	\$6.00
c.	12" - 14"	\$9.90
d.	15" - 17"	\$13.00
e.	18" - 20"	\$30.00
f.	21" - 23"	\$40.00
g.	24" - 26"	\$45.00
h.	27" & Larger	\$50.00

4. (IAH) and (HOU) Seasonal Plant Change-out (Basic Services)

Cost Per Square Foot/Per Change Out

\$1.30 per square foot

Year Five (Option Year Four)

5. (IAH) and (HOU) Specified Plants for Seasonal Plant Change-Out

Spring

<u>Item</u>	<u>Description</u>	<u>Packaging</u>	<u>Unit Cost</u>
a)	Petunia	4-in. pot	\$.80/pot
b)	Geraniums	6-in. pot	\$5.25/pot
c)	Impatiens	4-in. pot	\$.80/pot

Summer

<u>Item</u>	<u>Description</u>	<u>Packaging</u>	<u>Unit Cost</u>
d)	Begonia	4-in. pot	\$.80/pot
e)	Dianthus	4-in. pot	\$.85/pot
f)	Pentas	4-in. pot	\$1.15/pot
g)	Snapdragon	4-in. pot	\$.85/pot

h)	Dwarf Hibiscus	6-in. pot	\$3.85/pot
i)	Dwarf Hibiscus	1-gal. can	\$10.45/can
j)	Hibiscus – Reg.	1-gal. can	\$6.55/can
k)	Lantana	1-gal. can	\$5.05/can
l)	Vinca	4-in. pot	\$.85/can
m)	Caladium Bulbs	Each	\$1.35/ea.

Winter

n)	Pansy	4-in. pot	\$.80/pot
o)	Kale	6-in. pot	\$4.95/pot
p)	Sweet Alyssum	4-in. pot	\$.80/pot

6. (IAH) and (HOU) Non-Specified Plants for Seasonal Plant Change-Out (Basic Services)

5% markup

Year Five (Option Year Four)

7. (IAH) and (HOU) Soil Sterilization and Weed Control (Basic Services)

Soil Sterilization	\$0.023 per linear foot
Weed Control Applied	\$0.023 per square foot (IAH)
Outside Areas Designated	\$0.024 per square foot (HOU)
In Fee Schedule Item No. 1	
Weed Control applied to	\$0.0067 per square foot
Drainage and Waterways	

8. Landscape Services

	Description	Unit Cost
	Irrigation – Installation Labor	
A.	a. Normal Work Hours	\$23.00/hr.
	b. After Normal Work Hours	\$33.00/hr.
B.	Landscape Labor	
	a. Normal Work Hours	\$23.00/hr.
	b. After Normal Work Hours	\$33.00/hr.
C.	Tree Felling (Leave Tree in Place)	\$100.00/ea.
D.	Tree Felling & Tree Removal (Includes removal from site)	\$200.00/ea.

- | | | |
|----|--|--------------|
| E. | Tree Felling, Tree Removal, and Stump
& Ground Root Removal
(Includes removal from site) | \$250.00/ea. |
| F. | Stump Grinding | \$55.00/ea. |
| G. | Stump and Above Ground Root
Removal (Includes removal from site) | \$80.00/ea. |
| H. | Services of a Licensed Pest Control
Specialist – Labor | |
| | a. Normal Work Hours | \$40.00/hr. |
| | b. After Normal Work Hours | \$55.00/hr. |

9. Plants/Materials/Supplies/Chemicals

5% markup